JTH Tax, Inc. v. Reed Doc. 3 Att. 1

LIBERTY TAX SERVICE®

April 29, 2005

Mr. Jerome Reed
136 Washington Ave.
Belleville, NJ 07109

NOTICE TO CURE

Dear Mr. Reed,

It has come to my attention that your office is not open for business during the appropriate hours. In accordance with the terms of your franchise agreement, you are required to be open for business during the period April 17th - January 7th for eight hours per week between the hours of:

Monday - Friday	9:00 a.m. - 9:00 p.m.
Saturday	9:00 a.m. - 5:00 p.m.

You must operate during these hours immediately. Failure to take such action will severely compromise your ability to succeed and may lead to termination of your franchise. Please be aware that we may terminate the franchise agreement if you discontinue the active operation of the Franchised Business for seven business days between April 17th and January 7th.

We trust that you will take all actions necessary to comply with your franchise agreement and the Operations Manual. Should you have questions about the franchise agreement or the Operations Manual, please call me at (856)833-1095.

Thank you for your attention to this matter.

Sincerely,

Nannette Simons (TN)

Nannette Simons
Regional Director

1716 Corporate Landing Parkway Virginia Beach, VA 23454
(800) 790-3863 • (757) 493-8855 • FAX: (757) 493-0169 • email: office@libtax.com

EXHIBIT 1

Dockets.Justia.com

Rebecca Ross

From: Nannette Simons
Sent: Thursday, December 30, 2004 3:36 PM
To: Jerome Reed (E-mail)
Cc: Bonnie Via
Subject: suggestion on your EFIN problem
Importance: High

Jerome,

It is true that you can't get an EFIN because you are now trying it may be to late to get one in time.

I can suggest that Mark owe you have done business with has extra EFINS. I can't speak for Mark but you could talk to him about a temporary business partnership arrangement to use his EFIN for one season until you get one. It takes up to 8 weeks so one tax season with a partner with an EFIN might be the only way you can operate this year.

Let me know how you make out.

Nannette Simons
Regional Director - NJ,NY,MA,NH,RI,
CT,VT,ME & Philadelphia, PA
Office: 856-833-1095
Fax: 856-833-1096
800-790-3863 ext. 4405 (voice mail message)
nannette.simons@libtax.com

EXHIBIT
2

LIBERTY TAX SERVICE®

April 29, 2005

Mr. Jerome Reed
136 Washington Ave.
Belleville, NJ 07109

NOTICE TO CURE

Dear Mr. Reed,

It has come to my attention that you do not have a telephone number and/or answering machine via which customers can reach your office. In accordance with the terms of your franchise agreement, you must operate the franchised business according to the current Operations Manual. The Operations Manual specifies that you must have a telephone number via which your customers can reach your office. Please contact me immediately to discuss the steps you will take to rectify this matter.

We trust that you will take all actions necessary to comply with your franchise agreement and operations manual in all manners. Should you ever have questions about the franchise agreement or the operations manual, please call me.

Thank you for your immediate attention to this matter.

Sincerely,

Nannette Simons (TM)

Nannette Simons
Regional Director

1716 Corporate Landing Parkway Virginia Beach, VA 23454
(800) 790-3863 • (757) 493-8855 • FAX: (757) 493-0169 • email: office@libtax.com

EXHIBIT 3

Blumberg No. 5208

Rebecca Ross

From: Bonnie Via
Sent: Wednesday, May 11, 2005 10:24 AM
To: slowoffs@aol.com
Cc: Nannette Simons
Subject: Reed April GRR.doc
Importance: High

LIBERTY TAX SERVICE®

May 11, 2005

Mr. Jerome Reed
136 Washington Ave.
Belleville, NJ 07109

Re: Notice to Cure

Dear Mr. Reed:

Please be advised that you are in breach of the franchise agreement with us in that you have failed to submit to us a Gross Receipts Report for the month of April 2005.

You must take immediate steps to cure this default. Failure to adhere to the terms of the franchise agreement and the Manual can result in the termination of your franchise agreement. This is a notice of your violations of the franchise agreement and of our right to terminate your franchise agreement if this default is not cured within seven days.

Your success and your compliance with your franchise agreement and our Manual are important to us. I trust that you will take all actions necessary to comply with your franchise agreement. Should you have any questions about this or any other aspects of your franchise agreement, please call me at (856)833-1095.

Yours truly,
LIBERTY TAX SERVICE

Nannette Simons
Regional Director

EXHIBIT
4

Rebecca Ross

From: Bonnie Via
Sent: Tuesday, June 14, 2005 3:53 PM
To: slowoffs@aol.com
Cc: Nannette Simons
Subject: Budget and P&L
Importance: High

LIBERTY TAX SERVICE®

June 14, 2005

Mr. Jerome Reed
136 Washington Ave.
Belleville, NJ 07109

Re: Notice to Cure

Dear Mr. Reed:

Please be advised that you are in breach of the franchise agreement with us in that you have failed to submit to us a Budget and a Profit & Loss (both due May 31, 2005).

You must take immediate steps to cure this default. Failure to adhere to the terms of the franchise agreement and the Manual can result in the termination of your franchise agreement. This is a notice of your violations of the franchise agreement and of our right to terminate your franchise agreement if this default is not cured within seven days.

Your success and your compliance with your franchise agreement and our Manual are important to us. I trust that you will take all actions necessary to comply with your franchise agreement. Should you have any questions about this or any other aspects of your franchise agreement, please call me at (856)833-1095.

Yours truly,
LIBERTY TAX SERVICE

EXHIBIT 5

April 4, 2006

Jerome Reed
44 Cherrywood Drive
Piscataway, NJ 08854

NOTICE TO CURE

Dear Mr. Reed,

This letter is to serve notice that you are in violation of your franchise agreement in that you owe us monies which are more than 30 days past due. Monies owed include but are not limited to promissory note payments. You must remit all amounts owed immediately.

Failure to pay amounts owing pursuant to your franchise agreement is a violation of that agreement. Such a violation could result in the termination of your franchise agreement in addition to other remedies available to us. This notice in no way waives the remedies available to us at this time or in the future.

Compliance with your franchise agreement is of utmost importance to us. We trust that you will take all actions necessary to comply with your franchise agreement in all manners. Should you have questions about the franchise agreement or the amounts now owing, please call me at 757-493-8855.

Sincerely,

Kelly Wyatt
AD Operations

EXHIBIT
6

June 27, 2006

Mr. Jerome Reed
44 Cherrywood Drive
Piscataway, NJ 08854

Re: Termination of Franchise Agreements

Dear Mr. Reed,

This letter is to advise that effective immediately the franchise agreements for the territories known as NJ004, NJ005, NJ041, NJ143 and NJ163 are terminated pursuant to paragraph 8(c)ii of the franchise agreements. This termination is based upon your failure to pay amounts owing to us. In addition to other attempts to notify you of this situation, a notice to cure regarding these amounts was sent to you on April 4, 2006.

This letter is to further advise that since you are now terminated you are obligated to comply with all of the post-termination provisions of your franchise agreements, including but not limited to the following:

a. Remove all Liberty signs from all of your offices and other premises; and
b. Stop identifying yourself as a Liberty Tax franchisee, never hold out as a former Liberty Tax franchisee and cease, and not thereafter commence, use of any of the Marks or any marks which are likely to be confused with the Marks; and
c. Stop using all literature received from us and other items bearing the Marks; and
d. Pay to us all amounts owing to us; and
e. Transfer to us all telephone numbers, listings and advertisements used in relation to the Franchised Business and deliver to us copies of such documents of transfer; and
f. Deliver to us all copies, including electronic copies, of lists and other sources of information containing the names of customers who patronized the Franchised Business; and
g. Deliver to us all customer tax returns, files, records and all copies thereof; and
h. Deliver to us the copy of the Operations Manual and all updates which we loan to you; and
i. Cancel all fictitious name listings which you have filed for use of any of the Marks; and
j. Adhere to the provisions of the post-term covenants not to compete and not to solicit.

Please call your area developer or Cory Hughes at (800) 790-3863 to make arrangements to comply with the post-termination provisions of your franchise agreements. Thank you for your attention to this matter.

Sincerely,

Corey Hughes

EXHIBIT
7
Blumberg No. 5203